NO. 88-765

IN THE
SUPREME COURT OF THE UNITED STATES
October Term, 1988

Supreme Court, U.S.
FILED
OCT 12 1988
JOSEPH F. SPANIOL, JR.
CLERK

THANH VONG HOAI,
Petitioner,

v.

THANH VAN VO, THACH DUY NGUYEN, MY-LINH D. SOLAND, NGUYEN THI BACH LUU, THANH VAN VO, SUNTECH SUNOCO, INC., and MICHAEL ARIF,
Respondents.

On Petition for Writ of Certiorari to the United States Court of Appeals for the Fourth Circuit

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APPENDIX II (Supplemental) PART F

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(Supplemental) APPENDIX II

PART F

Partial text of the Sworn Affidavit of PLAINTIFF/PETITIONER THANH VONG HOAI of March 25, 1987.

Paragraphs 608) through 675) pp 352-397

(Remainder of Affidavit in previous or subsequent parts.)

608) At this time my wife and I had access to, within my and my wife's family connections, another five thousand dollars ($5,000.) to complete paying the agreed upon purchase price of the Mekong Center food store business. But I was determined not to pay the last five thousand of the purchase price until I got the long promised lease signed.

609) At the meeting on the evening of May 2, 1986, where I was so badly deceived and extorted, the defendants MINH and LUU, as aforesaid, told me that they were too upset to sign the lease that evening and said that they would sign the lease tomorrow.

610) The next day, May 3, 1986, taking the defendants at their word, I called the defendants MINH and LUU and asked them about signing the lease. The

defendants MINH and LUU over the phone said that both of them were still upset and not well and they could not sign the lease that day.

611) From that day up to May 12, 1986, I called the defendants MINH and LUU almost every day on the phone and the defendants MINH and LUU made up some excuse to avoid signing the lease. Either they did not feel well, or they were too busy in Philadelphia, or they were having marital discord or were having difficulty with their child or children. Sometimes they stopped by the food store which my wife and I were running every day and offered the excuses there as well.

612) About the 11th or 12th of May the defendants MINH and LUU offered the excuse to me that they had lost the lease which I had given them. I said I would

make them another lease and I did and gave it to defendant MINH on or about May 12, 1986.

613) At this time the defendant MINH said he would have to give the newly drafted lease to his lawyer and he would need a couple of days.

614) A couple days later defendants MINH and LUU stopped by the Mekong Center food store while I and my wife were running that business. When my wife and I asked defendants MINH and LUU if they had signed the lease for the food store business the defendants MINH and LUU said that they could not sign the lease because it was in English. My wife and I volunteered to get an interpreter and have the document translated into Vietnamese. The defendants MINH and LUU said they did not trust any intepreter. Whereupon I

with my wife volunteered to have the lease translated into Vietnamese and keep the English version as well and sign them both so that any inaccuracies in translation could be caught and rectified. The defendants MINH and LUU agreed to this and I and my wife a former judge in Vietnam, now working in the U.S. to translate the English language lease into Vietnamese and prepare the two as co-ordinate side-by-side versions.

615) About the 15th or 16th of May, I, joined by my wife,called the defendants MINH and LUU and told these two defendants that the two of us needed to talk to them. This was in the morning. The defendants MINH and LUU said that they needed to buy some food anyway so that they would stop by the food store and talk. That afternoon the defendants MINH and LUU came

to the food store. I gave defendant MINH the lease in English and Vietnamese versions. Defendant LUU was waiting outside in the rear of the building in the Mercedes car of these two defendants. Defendant MINH said that he and his wife were in a hurry and that they had no time to sign it, that they would have to take the lease in the two language versions and sign them and return them. I pointed out that it did not take but a minute to sign the two versions. Defendant MINH said: "No, no, we have no time." He took the leases in three copies and left with his wife.

616) From that time until the day of May the 27th I continued to talk to the defendants MINH and LUU almost daily on the telephone, requesting that they sign the lease. The defendants MINH and LUU

continued to make excuses for not signing the lease but they continued also in each conversation to make promises that they would sign the lease.

617) During this time, from the 15th or 16th until the 27th, I informed the other owners of the shops or stalls in the Mekong Center that they had better help me get the defendants MINH and LUU sign the lease because my wife and Idesperate to get MINH and LUU to fulfill their promises and sign the lease. My wife and I had informed these other shopowners of the essential terms of their agreement with MINH and LUU such as the twenty-thousand dollar purchase price and the lease and its term co-terminous with the master lease. MINH and LUU together with me and my wife had discussed these things in front of the other shopowners. Now again

she and I told the other shopowners about these terms and showed them all the dual language version of the lease.

618) My wife and I, as part of our agreement with the defendants MINH and LUU on which my wife and I, acting in reliance and good faith, had partially performed, had the only key to the overall building so that we had to be there to unlock the main door of the center before any other shopowners could get in the building to get to their stores in the center. Now, in desperation, my wife and I told the other shopowners that if the defendants MINH and LUU did not sign the promised lease in about a week we could see no other way to force that signing other than locking the main door and shutting down the entire center until the defendants MINH and LUU signed the lease for me and

my wife promised. Though they stood to lose money themselves the other store owners agreed that this was the only thing that my wife and I could do under the circumstances.

619) The other shopowners of the Mekong Center agreed to communicate and did communicate to the defendants MINH and LUU during this period that things had come to this desperate situation and urged MINH and LUU, or so my wife and I have it on information and belief from what the other shopowners told us, that they ought to sign the lease that they had for so long promised to HOAI and his wife.

620) It was against this background that my wife was telephoned at the Mekong Center food store on the morning of the 27th of May, 1986, by the defendants MINH and LUU who told her that they had decided

to sign the lease that evening. Overjoyed, she called me to come to the phone. Defendant LUU told me that she and her husband, the defendant MINH, wanted me to come to their condominium that very evening after closing the store in order that the defendant LUU and her husband could sign the lease for me and my wife. I readily agreed and hung up, thanking these two defendants and assuring the defendant LUU that my wife and I would be there.

621) Overjoyed, I went around and told the other shopowners that defendants MINH and LUU had agreed to sign the lease that evening. "We have our lease," he told them, "It will be signed tonight. Tomorrow we'll have a party," he told them. All the other shopholders congratulated them.

622) This telephone call was an act of wire fraud, designed to falsely promise the lease signing, which defendants MINH and LUU had no intention of carrying out, in order that the defendants MINH and LUU might set up the final extortion of the ownership of me and my wife in the food store business which we had established by our partial performance in reliance on the promises of the defendants MINH and LUU and our payment of the bulk of the purchase price as I have stated above My wife and I, anticipating a possible breach of our agreement with MINH and LUU by MINH and LUU had, wisely, as it turned out, insisted on the signing of a binding lease before, initially, paying any of the purchase price, and, then, pursuant to the wire fraud and deception of defendants MINH, LUU, VO, THACH and ARIF as set out

above, had insisted on it before paying the final five thousand dollars of the purchase price.

623) My wife and I relied upon this misrepresentation to their detriment and harm. It was designed to "set us up" for the final fraud and extortion designed to deprive us of our interest in the food store business and interfere with commerce.

624) That evening my wife and I went to the condominium apartment of the defendants MINH and LUU about 10:45 or 11 PM. When we arrived MINH opened the door and invited us in and asked us to have a seat.

625) Immediately the defendant MINH addressed me and said that he and his wife could not sign the lease as proposed, promised and agreed upon for so long

because the master lease which they had with the owners of the Mekong Center building did not allow them to sublease and the landlord did not allow it.

626) I asked why the defendants MINH and LUU had not told us this before during the months that they had promised a lease.

627) The defendant MINH said that was all that he and the defendant MINH could say. The landlord would not let them sublease.

628) I asked the defendant MINH about the other shopkeepers in the center and what about their leases.

629) The defendant MINH said that the other shopkeepers did not have leases but only papers in the Vietnamese language and he said they would give me and my wife a "management contract" paper in the

Vietnamese language.

630) I said that I had never done business in this country that way, that my wife and I had been promised a lease, that on that promise we had invested their money and built up the business and that we wanted the lease as promised.
I asked to be allowed to speak to the landlord in order to solve any concern or problem over subleasing.

631) The defendant MINH said that he and the defendant LUU did not want me and my wife to speak to the landlord and even refused to tell them the name of the landlord, of the owners of the building.

632) I insisted that we wanted a document in the American language that could be read by all the authorities that I would have to deal with in running a business. The American government, I

said, meaning all governments in America, whether federal, state, or local, cannot read the Vietnamese language.

633) The defendant MINH insisted that the only thing that he and the defendant LUU could give me and my wife would be Vietnamese language paper in the form of a "management contract." The defendant MINH then told me and my wife terms of this "management contract" which were entirely different from all that my wife and I and these defendants had discussed all of the time that they had been discussing the matter of me and my wife buying the business of the Mekong Center food store.

634) To begin with the defendants MINH and LUU at this time, as part of the fraud and extortion, and relying upon the extortionate credit transaction of the

so-called loan from VO to me on May the 2nd as alleged above, of which they knew in full detail, ignored the amount of the certified check on Suntech Sunoco's account made out to me by VO at that time and which then, by a combination of the atmosphere of physical threats and deceit by the defendants VO, THACH, MINH and LUU, I was then induced into endorsing and giving to these two defendants. The defendant MINH at this time proposed a whole new set of payments and conditions never before mentioned by these defendants in all of their many conversations with me and my wife, as if the whole fraud and extortion with the fifteen thousand dollar ($15,000.) certified check and the fraudulent thirty thousand dollar ($30,000) note had never happened.

635) First the defendant MINH told me

and my wife that the price of the "management contract" would be a total of thirty-two thousand dollars ($32,000.) broken down as follows:

A. A new payment of twenty thousand dollars for the cost of the "management contract" as if these defendants had never received the fifteen thousand dollars ($15,000.) on May 2.

B. A payment of four thousand dollars "security deposit."

C. An additional payment of one month's "rent" on the "management contract" of four thousand dollars ($4,000.) where these defendants and my wife and I had been talking of, and paying, a rent of two thousand dollars ($2,000.).

D. Still another payment of four thousand dollars ($4,000.) for the beat up

old van of the food store. This old van, a 1976 Chevy Van, very beat up by accidents, was not worth more than five or six hundred dollars ($500. or $600.)

636) The defendant MINH then told me and my wife that my wife and I would have this contract for one year and then, if the defendants were satisfied, these two defendants would let them have a "management contract" for another year.

637) The defendant MINH said that if my wife and I did anything during the year to displease the defendants MINH and LUU, the defendants MINH and LUU would kick them out of the Mekong Center and the only thing that would be returned would be the four thousand dollars ($4,000.) "security deposit."

638) I told the defendants that we did not want the "management contract"

being offered by these two defendants, what my wife and I wanted, I said, was the deal that had been agreed upon all along, with a lease in the American language for the term of the master lease. We do not do business that way, I told him, we want the lease in the American language because we want to be legal in this country and we want the two thousand dollar per month rent agreed upon.

639) The defendant MINH said that he and the defendant LUU could not do as my wife and I wanted.

640) I said, okay, that my wife and I would sell the business back to the defendants MINH and LUU. Additionally, we wanted the return of the fifteen thousand dollars that had been taken from me and given to the defendants MINH and LUU on May 2.

641) I suggested that we all meet the following morning at 8 AM and inventory the stock in inventory in the store and then the defendants MINH and LUU could pay me and my wife the cost of the goods at wholesale which, I informed the defendants MINH and LUU, was between forty-nine thousand and fifty-two thousand dollars ($49,000. and $52,000.).

642) Defendant MINH said that he and the defendant LUU could take it over. We don't have that kind of money now, he said, but we can get it for you later. I replied that that was fine and asked the defendant MINH to give me a postdated check dated for whenever they had the money. MINH said it would be about a week but the defendant LUU then interrupted and said they needed the money for something else and it would be about thirty to

forty-five days before the check would be good and I said that would be fine.

643) The defendants MINH and LUU then said that they would settle everything and give me such a check when the parties conducted the inventory the following day. The parties shook hands and my wife and I left saying that we intended to stop by the food store on the way home and get the papers that we would need the next day in doing the inventory and that we would go over them in order to be able to do the inventory quickly. These papers were the record book that my wife and I kept on our purchases and the credit owed and receipts for the rents paid to these two defendants, invoices and all the other papers that my wife and I had used in conducting the business.

644) Now, in fact, all of this was

once again a fraud and a deceit. These two defendants had never had any intention of keeping their agreement and this act of fraud was a misrepresentation as to what the agreement had been, a flagrant falsification of the terms of the bargain between the parties which actual agreement my wife and I long since partially performed on.

645) These newly fabricated false terms were known by these defendants to be false and the entire act of inducing me and my wife to come to the condominium under the false pretext that the defendants were finally going to sign the lease that was proposed in draft by me to these defendants some time before and the terms of which had been agreed upon and discussed for months, this entire act was itself a fraud and a pretext, solely

designed to make sure that my wife and I were occupied away from the Mekong Center food store while the agent of these two defendants, Mr. Sat, set up things to complete the fraud and extortion of the food center business by locking my wife and me out of our business. These defendants knew that the fraudulent terms that they were now proposing as if they had been the terms proposed before when in fact they were a radical change, they knew that these false terms would be unacceptable to me and my wife.

646) The man Sat was the man who, back when the parties first began discussing the purchase of the business by my wife and me at the urging of these two defendants, was represented by the defendant LUU to be the man who had helped her in the business for a long time and

whom my wife could rely upon to help her learn the details of the business as it had run before she and I took it over.

647) Mr. Sat worked for me and my wife in the Mekong Center food store business from the day that we began to operate the business on March 11, 1986, as set out above, up until about a week before the day of this evening meeting on May 27, 1986. At first the man Sat was very friendly to me and my wife and told us many of the facts about how the defendants MINH and LUU cheated the customers and their creditors and other things that these two defendants had done. He expressed his gratitude at being able to work for me and my wife instead of MINH and LUU.

648) About three days before this meeting on the evening of May 27, there

was another incident involving my wife and me and the defendants MINH and LUU. I caught the man Sat trying to sell some old, rotten food, as we thought MINH and LUU did before my wife and I bought the business and built up its reputation for selling decent food. When I ordered Sat to stop selling old food, the man Sat cursed me and quit the job. The next three days the man Sat hung around the Mekong Center in the other shops, quite visibly spying upon the me and my wife.

649) This evening of May 27, 1986, after my wife and I left the condominium of the defendants MINH and LUU, we proceeded to the Mekong Center only to find that the man Sat was there waiting for us and the man Sat had changed the lock on the door to the Mekong Center so that my wife and I could no longer enter.

Sat told me and myh wife that on orders from the defendants MINH and LUU he had changed the lock and he could not let them enter. I told the man Sat that I was going to call the police. The man Sat told me that the defendants MINH and LUU had already called the police and that if My wife and I tried to enter the Mekong Center and tried to get to our food store business we--my wife and I--would be locked up. We believed this because of the times that the defendants THACH and VO had bragged to us that they had the police, in Arlington and D.C., on their side. During the gas station extortion, in May, when the defendants VO and THACH had the cowboys hanging around the gas station during my visits there, the defendant VO on one occasion also had with him a large, black American whom I had

never seen before. This man was tough looking. Pointedly, in front of me, the defendant VO had asked this man at the time: "You're off duty, aren't you ?" When this man replied that he was, VO said: "Good, good."

650) My wife and I had to go home without the business papers of the food store. This was only a few days after I had been again threatened with death and bodily harm for myself and my family at the gas station in connection with the fraud and extortion practised upon me in order to take over that business and my wife and I, when we got home, were very apprehensive. To both of us this was beginning to look like a similar setup. We believed, based on the past threats and encounters that in the morning at the Mekong Center there would be a combination

of threats of force and the manipulation of the police by the defendants MINH and LUU and that THACH and possibly VO would be in it along with some of the cowboys. My wife and I discussed the possible ways that the defendants would try and trick and intimidate us. We thought one of the defendants, for example, might try and fall over and pretend that I had struck him and use that as a pretext.

651) Because of these fears and apprehensions engendered by the past behavior of the defendants THACH and VO, whom we now knew to be in league with the defendants MINH and LUU, we decided that my wife should not go to the food store the next morning and that I should go early and hide in the store of their friendly rival in the food store business, Mr. Tung, who owned the Saigon Market next

door and from there I could see what was going on next door without being seen.

652) I got up early and went to the Saigon Market about 7:30 AM and positioned myself where I could see what was going on at the Mekong Center next door without being easily observable myelf.

653) About ten or fifteen minutes before 8 AM, I saw a red Chevrolet Camaro, with Texas license plates, the number of which I could not read, drive up in the alley behind the Mekong Center. It drove to the rear door and the driver parked it behind the rear door. Four youngish men, between 19 and 30 by their appearance, very strong looking, got out of the Camaro and went in four different places around the Mekong Center building. Only one was in the rear where I could still see him. He looked in the windows of the Mekong

Center. He took up a position in the alley. The other three disappeared around corners of the Mekong Center building so that I could no longer see them.

654) The one young man remained where I could see him, obviously waiting. He was still waiting around quarter after eight or so when the car of MINH and LUU, the Mercedes from the American Service Center, pulled up behind the Mekong Center. MINH, I could see, was driving. MINH parked the car and the defendant THACH got out of the car. Then the defendants MINH and LUU got out of the car as well. There was another man that got out, a large man. Later Mr. Tam, an employee of Mr. Tung went out and came back and told me that this was the son of MINH and LUU, named Vinh. A few minutes later another car came and parked and the

daughter of MINH and LUU got out.

655) The rear door of the Mekong Center was secured at this time with the padlock that had been put on the night before to keep me and my wife out and another, large padlock, to which my wife and I had the only key, a key which the defendants MINH and LUU had transferred to me and my wife back on March 11, 1986, when the defendants MINH and LUU had urged me and myh wife to enter the store and begin our new business because the day was auspicious. The defendants MINH and THACH took a tire iron and parts of a car jack and what looked from a distance like a hammer and broke this larger lock. All these defendants and those with them then went into the Mekong Center.

656) About this time I noticed that the red camaro was gone. It had gone

while he had been watching to see what the defendants MINH and LUU and THACH and the young man were doing, and while Mr. Tam had gone out to see who the young man was.

657) As I noticed this, almost immediately after the defendants MINH, THACH and LUU entered the Mekong Center building, three police cars arrived with two officers in each car. The officers went into the building. Just a little later a fourth police car arrived. My wife and I have it on best information and belief that fraudulent representations concerning ourselves and our activities were made to the police department in summoning these officers and that fraudulent representations were made as to the ownership of the food store business.

658) I called my wife and she begged

me not to go into the center because she was afraid I would be hurt, urging me to remember our four children. I agreed to not go into the Mekong Center.

659) My wife suggested that I call the police. I pointed out to my wife that I had already been told by the defendant THACH that they, meaning THACH and VO, controlled the police, and that the defendants MINH and LUU had already called the police the night before and that I believed that if I called the police they would likely arrest me, not MINH and LUU.

660) Throughout our dealings with the defendants MINH and LUU, my wife and I learned of more and more acts of fraud using the mails or the telephone that the defendants MINH and LUU were involved in. Some of have been described above. Many involved the defendant THACH as well.

There were the instances of insurance fraud, where they would mail in claims and collect on them for worthless, spoiled food, after arranging for fraudulent "water damage", following a pattern of fraud that they had begun back in South Vietnam. They then, in two instances, collected on the food as if it had been good when it was spoiled. There was an instance when they attempted to collect for damage to their house on River Street. At first their claim was refused. Then the defendant THACH showed them how to make fake damage to their house look more authentic. Defendants MINH and LUU then hired THACH to repair the damage and filed a fraudulent claim which they collected on and much of it was taken by the defendant THACH as his share of the fraud.

661) In their operation of the Mekong

Center the defendants MINH and LUU perpetrated a number of frauds. They did not inform the owners of the building that they were actually subleasing in violation of the master lease and kept the difference by the device of the Vietnamese language "management contracts," and as part of that fraud they collect from the purchasers of the "management contracts," the actual store owners, sales tax, but they do not pay the full amount of the "sales tax" that they collect to the tax authorities. They only pay part, on information and belief, which they mail in, but they keep the rest while fraudulently claiming that they have paid it all.

662) In allegations above the operation by the defendants MINH and LUU of securities fraud has been described in

connection with land in Fairfax county. They are now, and have been for some time in a securities fraud of a similar nature in connection with their "big business" in Philadelphia, Pennsylvania. They advertise in a Vietnamese language newspaper that circulates in Maryland for investors in their International Culture Center in Philadelphia with no intention of honoring their promises to these investors or paying them back. One of their standard patterns that they have done a number of times is to take money as an investment from ethnic Vietnamese for these real estate development projects and then when the people ask for the return of their investment they tell the people that they have control of the authorities and will turn the investors in for "welfare fraud" if the investors try to get their

money back. Because they have discovered that many Vietnamese refugees living on welfare have a secret horde of cash or securities. In this way they prey upon their fellow countrymen.

663) My wife is of ethnic Chinese Vietnamese extraction, or what is sometimes called "Overseas Chinese." Her family in Vietnam was engaged in the retailing business in food and other goods. Growing up she worked in the retail business, including retailing of food. The she worked for over four (4) years at the last of her time in Vietnam in the Post Exchange (PX) of the United States military, gaining further experience in retailing working with U.S. currency. She has extensive knowledge of retailing.

664) The Mekong Center food store, in

the years that it was managed by the defendants MINH and LUU from 1976 through 1982, before they let it go downhill so badly, had gross annual revenues in a number of years of almost two million dollars ($2,000,000.) and even better in a few years. Traditionally, Vietnamese stores stay open seven days a week and the Mekong Center food store, throughout its history has so stayed open seven days a week. Thus the daily gross volume of the Mekong Center food store in the years that the defendants MINH and LUU were running it profitably, exceeded five thousand dollars ($5,000.) per day.

665) The history of the business shows that the target which we adopted of reaching a daily gross volume of three thousand dollars ($3,000.) per day in a period of one year was extremely

realistic. In the period from March 11, 1986, until May 27, 1986, when my wife and I actually were able to run the business, a period of a little over two and one half months, we increased the daily gross volume of the business from one hundred dollars a day ($100.) or less to nine hundred dollars ($900.) a day. This was despite the fact that our ability to order goods was hampered by the abyssmal credit history and rating of the defendants MINH and LUU that was associated with the center in the minds of many of the ethnic wholesalers as set out above and that the lack of the promised lease made it impossible for us to draw on the greater lines of credit available to us in San Francisco and elsewhere, centers of supply for oriental ethnic foods, through plaintiff's wife's extended family.

666) Had my wife and I not been interfered with and defrauded by the defendants MINH, LUU, THACH and VO, we would have averaged fifteen hundred dollars ($1,500.) per day and for the other remaining five and one half years on the master lease (assuming exercise of the last five year option by the primary tenants since there was no economic incentive to do otherwise) would have averaged a minimum of three thousand dollars per day gross volume. This would translate into a first year's annual volume of five hundred and forty-seven thousand and five hundred dollars ($547,500.) and in the years thereafter a gross volume of one million and ninety-five thousand dollars ($1,095,000.) per year.

667) Industry figures for ethnic

specialty food retailing and the experience of this market in particular as well as other similar ones, shows that the gross profit on such a business at these volumes is thirty percent (30%).

668) I, by the endorsed certified check on May 2, 1986, paid the defendants MINH and LUU fifteen thousand dollars of the purchase price and I am entitled to the return of that as a damage.

669) I and my wife invested in excess of forty-nine thousand dollars ($49,000.) in the inventory of the Mekong Center food store during the time when we had been defrauded into believing that we owned the business and did own it based on our partial performance of the purchase contract and before the business was defrauded and extorted from us. The greater part of this inventory remained in

the store and was unsold when the business was taken from me and myh wife in the culminating act of fraud and extortion on May 28, 1987. The retail value of this inventory was approximately sixty-four thousand dollars. ($64,000.) After the business was taken from us, the defendants MINH and LUU, whose credit was nonexistent with the necessary wholesalers and suppliers as aforesaid, without buying any more goods or inventory, sold everything they could of the inventory accumulated by me and my wife for the store and then sold the business again, with virtually no inventory, for forty-five thousand dollars ($45,000.) sometime in July of 1986 to a third parties named Mr. Hiep and Mrs. Thao.

670) My wife and I during the period in which we were defrauded into the

ownership of the business in order that it might be extorted from us paid the defendants MINH and LUU approximately six thousand dollars ($6,000.) in rent including paydowns to wholesalers of back debt accumulated by the defendants MINH and LUU for which we were to receive credit against rent under our agreement with MINH and LUU on which we performed in substantial part. In addition my wife and I spent over one thousand dollars ($1,000.) on services to improve the store, including rodent and pest elimination, installation of alarms and the like. I expended over one thousand dollars ($1,000.) in time and materials fixing up the store, including repairing all broken shelving and extensive painting. My wife and I gave defendants MINH and LUU about two thousand and one

hundred dollars ($2,100.) in "sales tax" proceeds for Arlington County at a figure of four percent of gross sales. I have it on information and belief that the defendant MINH did not report the full figure of this sales tax to Arlington County officials or pay the full amount to them paid to him by me and my wife.

671) The defendants MINH and LUU have a widespread reputation in their community for acts of fraud and deception, which frequently involve use of the telephone and often the mails. The defendants THACH and VO have a widespread reputation for acts of fraud and deception as well, also frequently using the telephone and/or the mails and also a widespread reputation for acts of violence or threats of violence. The defendant LUU has a widespread reputation in the community for acts of

violence as well.

672) The fraud and extortion practiced upon the my wife and me in the matter of the Mekong Center interfered with commerce.

673) When my wife and I took over the Mekong Center food store business on March 11, 1986, it had a reputation and standing in the community and within the trade that was totally negative. The defendants MINH and LUU had given it such a bad reputation that few other merchants wanted to deal with it and few customers wanted to patronize it. It had a large reservoir of ill will. My wife and I, in two and one half months, built up the business of the Mekong Center food store to a creditable standing among merchants and a good reputation in the community.

674) The defendants MINH and LUU used

the proceeds of their fraud and extortion practice upon my wife and me to acquire or operate in whole or in part other businesses and operations including their real estate promotion in Philadelphia, known as The Mekong Asian International Center, the operation of the business of subleasing through "management contracts" in the Mekong Center on Wilson Boulevard in Arlington County, Virginia through helping supply the rental payments on the prime lease, the fraudulent business of skimming sales tax proceeds in the Mekong Center, the operation of their various frauds and cons out of their house on River Street in Arlington, also sometimes used as their home, their business of speculating in real estate and other businesses and operations.

675) Defendants MINH and LUU and

their associates defendants THACH and VO, in connection with this matter of the Mekong Center food store, told numerous lies and falsehoods about my wife and me that were deliberate attempts to damage the business and business reputation of my wife and me, such as, after the final lockout and extortion, that my wife and I had not paid the rent on the food store and that is why the defendants MINH and LUU and THACH had to evict us.